

**NOTE: For speed and convenience, Q&A Nos. 211-240 below are answered out of sequence. Q&A Nos 94-210 are currently in process and will be posted on the USPTO website as soon as possible. Offeror's should also check for revised responses to previously posted Q&As.**

## **QUESTIONS AND ANSWERS 1-93 and 211-240**

### **SOLICITATION NO. D0C-52-PAPT-04-01018 USPTO ARMED SECURITY GUARD SERVICES**

*(Note: Date in parentheses after each response designates the date posted)*

**Q.1** “Can we still be considered for the contract, while we are in the process of obtaining a Virginia certified armed permit?”

**A.1** **Yes. As long as Contractor employees possess the required certifications, licenses and training prior to the start date of contract performance. However, Offerors should explain, in its proposal (Training Plan), the circumstances and provide proof/assurances that the required certifications and licenses will be available prior to the contract start date (See also Section C.10.). As a reminder, the Government will not pay for any costs incurred by Offerors in the preparation and submission of a proposal including certifications, licenses, and training in order to be qualified for this requirement (See Section L.13). (7/12/04)**

**Q.2.** Can a company still bid on the above solicitation if they miss the pre-proposal site visit/tour that was scheduled on 7/14/04.

**A.2** **Yes! (7/16/04)**

**Q.3** We received the USPTO solicitation for Armed Guard Services but we did not receive the SF30 or SF 33 which is normally Section A of the solicitation. Should it have been in the package that we received?

**A.3** **Technical difficulties prevented the SF33 to be posted with the rest of the solicitation package. The SF33 was posted on the website on 7/7/04. (7/16/04)**

**Q.4** Attachment A, Guard Post Matrix, lists approximately 142,000 productive hours for five (5) buildings in Alexandria only. Which Guard Posts indicated in the Matrix are required at the Alexandria campus at contract start?

**A.4** **The Alexandria guard posts are labeled on Attachment A – Guard Post Matrix (Amendment 1) as “Alexandria.” The USPTO is currently in the process of moving its headquarters from Arlington, VA (Crystal City) to Alexandria, VA (Carlyle) and the process is a “moving target” as we do not know the exact dates and times that the new buildings will be completed and when USPTO can take occupancy. Attachment A – Guard Post Matrix (Amendment 1) is our best guess of anticipated post requirements for both campuses at the time of release of the solicitation as well as for contract start. The guard posts are subject to change depending on the move schedule; however, USPTO tried to provide a realistic projection of what our requirements will be at contract award. (7/16/04)**

**Q.5** What are the Guard Posts required at the Arlington facility at contract start?

**A.5** **The Arlington Guard Posts are listed in Attachment A – Guard Post Matrix (Amendment 1) and are the Crystal Plaza 2 and South Tower Buildings. (7/16/04)**

**Q.6** Re: Section C.4.B – Background: This paragraph states: “Armed guard services under the contract will be required for the South Tower in Arlington, VA as well as for the new campus in Alexandria, VA (See Guard

Post Matrix, Attachment A).“ Attachment A, Guard Post Matrix, lists only posts for the Alexandria buildings, but not for the South Tower in Arlington. Please provide information about the current posts in Arlington.

**A.6 See Attachment A – Guard Post Matrix (Amendment 1) which details the Arlington, VA (Crystal City) guard posts. (7/16/04)**

Q.7 Which Guard Posts remain active at Arlington upon completion of the move to the new campus?

**A.7 After completion of the move to Alexandria (currently anticipated for Spring of 2005, but subject to change), only the South Tower Building will remain active in Arlington. (7/16/04)**

Q.8 Regarding the incumbent guard force: Does the current guard force use 9mm handguns?

**A.8 No. (7/16/04)**

Q.9 Re: Section C.9 – Personnel Requirements. This paragraph makes reference to an “OS/SS”. What labor classification is an “OS”?

**A.9 Section C.9 will be amended to delete the reference to “OS/SS” and replace it with “SS” (Shift Supervisor in lieu thereof. (7/16/04)**

Q.10 Re: Section C.9.3.6 – Golf Cart Type Vehicles: Does the Government provide the maintenance and upkeep of these vehicles?

**A.10 Yes. (7/16/04)**

Q.11 Re: Attachment C – CGIM: Under Weapons and Equipment, this version of the CGIM discusses Chemical Irritant Projectors (CIPs). Are Officers required to carry some type of ‘pepper spray’ on this contract?

**A.11 No. (7/16/04)**

Q.12 Re: L.4 Submission Requirements: For submission of loaded hourly rates, is it the Attachment B Pricing Template that is required and not Section B, or both?

**A.12 Per Section B.2 - Pricing Notes, paragraph (b) Pricing Template (Attachment B), Offerors shall use only the Pricing Template (Attachment B) for price submissions. (7/16/04)**

Q.13 The solicitation indicates a contract performance start date of 1 October 2004. Can you please clarify the government’s anticipated “award” date?

**A.13 The USPTO anticipates contract award by mid-September. (See also response to Q.4). (7/16/04)**

Q.14 What is the current staffing level at both the Arlington facility and the two (2) buildings already occupied by USPTO at the Alexandria Campus?

**A.14 See response to Q.4. (7/20/04)**

Q.15 Do incumbent guards meet the new RFP’s requirements?

**A.15 As the incumbent Contractor has not yet submitted a proposal, the USPTO is not in a position to answer this question. All questions regarding the qualifications of the incumbent contractor employees should be addressed to Startech at: Systems Training and Resource Technologies, Inc., 2156 Wisconsin Avenue, NW, Washington, DC 20007-2280. (7/20/04)**

Q.16 Are all current guards GSA certified with a valid VA firearms permit, or GSA A-1 guard certified?

**A.16 The incumbent contract requires that all guards possess a State of VA firearm certification; however, it does not require GSA A-1 certification. (7/20/04)**

Q.17 If not, then: How many current guards meet GSA certification requirements?

**A.17 The incumbent contract does not require GSA certification; therefore, the USPTO is not in a position to answer this question. (See also response to Q15). (7/20/04)**

Q.18 How many current guards hold current Virginia firearms permits?

**A.18 All guards that work at the Alexandria site are required to possess VA firearms permits. (7/20/04)**

Q.19 Has there been a historical shortage of qualified guard staff?

**A.19 The USPTO is not in a position to respond to this question as it pertains to the past performance of the incumbent contractor. (See also response to Q15). (7/20/04)**

Q.20 Are the skills levels required for security guard staff on the new contract different from the previous contract? If so, how?

**A.20 Yes. Offerors should only be concerned with the current solicitation requirements for the new contract. (7/20/04)**

Q.21 What kind of percentage increase do the new CBA's wages represent from those paid immediately prior to the June 1, 2004 agreement?

**A.21 The current CBA wage rate for Class II Guards (Guard II) is \$14.50 and \$16.00 for Supervisors while the Attachment I CBA wage rate effective beginning October 1, 2004 – September 30, 2005 will be \$16.15 for Class II Guards (Guard II) and \$17.65 for Supervisors. (7/20/04)**

Q.22 Re: Section C.6.3.H – Temporary Additional Service (TAS): Due to the emergency nature of these services, we are usually requested to provide a different rate from the 'basic services' bill rate, however, Attachment B does not accommodate a distinct TAS rate for separately billing hours associated with additional services. Is the intention here to bill for TAS hours at the basic services rate for the various labor categories?

**A.22 Yes. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract and the Government expects the Contractor to bill at the hourly rates in the Schedule. (7/20/04)**

Q.23 Re: Section C.9.8.B – Health Requirements: The contract requires a medical examination at least once every three (3) years. The Collective Bargaining Agreement (CBA) in Article XXI Section 5 discusses annual medical exams. Please confirm the frequency of medical examinations required on this contract.

**A.23 The solicitation requirement for medical examinations under Section C.9.8B – Health Requirements is every 3 years. (7/20/04)**

Q.24 Re: Section C.10.4.B – Government Provided Training: Is there a classroom facility available at the USPTO for the Contractor use to administer the required orientation and training?

**A.24 Yes, only during the transition period. (7/20/04)**

Q.25 Re: C.12.3.E Firearms Storage: In addition to the required storage container within the SCC, will space be made available in the South Tower at the Arlington facility for securing weapons and ammunition?

**A.25 No. (7/20/04)**

Q.26 Re: Attachment I – CBA – Vacation: Article XVII: Vacation states that “Employees... shall receive vacation benefits in accordance with the *Patent and Trademark solicitation and procedure schedule*.” Will the USPTO please provide this vacation schedule for purposes of better estimating this benefit’s cost?

**A.26 The Government does not have and therefore cannot provide a vacation schedule; however, please see Section F.2 – Federal Holidays. (7/20/04)**

Q.27 Re: Attachment I – CBA – Wages: Although FAR 52.222-43 is incorporated by reference in Section I, the CBA provides wage and benefit rates through October 1, 2006. In accordance with FAR 52.222-47, we expect the USPTO anticipates offerors to incorporate these economic terms, (wages & benefits), in the Option Period pricing – is this correct?

A.27 Yes. (7/20/04) (Disregard this A.27 response)

**A.27 REVISED RESPONSE: See response to Q.211. (8/3/04)**

Q.28 Re: Solicitation reference: Attachment A, *Guard Post Matrix (Amendment 1)*:

There are several locations that specify 251 days per year throughout Attachment A, but the required days of the week and the required days per year are inconsistent. For example, post 1E (0600-1700) requires Monday through Friday coverage, and specifies 251 days for the performance period, while post 2E (0600-2200) requires Monday through Friday coverage (excluding holidays), and specifies 251 days for the performance period. It would appear that post 1E (0600-1700) should be required for 261 days per year (for non inauguration years), while posts excluding holidays require 251 days per year. Can the Government please clarify the post-required days per year?

**A.28 The solicitation will be amended to revise the Guard Post Matrix (Attachment A) to reflect “M-F, Excluding Holidays” for Post 1E; delete the “Fixed Post” for the Supervisor under Post 1W . The Days Per Year will remain unchanged. (7/20/04)**

Q.29 The Arlington (Crystal City) Crystal Plaza 2 post specifies a 24/7 post (post 1) for 91 days per year. The performance period listed for this location is October 1, 2004 through December 30, 2005, which is 456 days. Is this correct? Please clarify.

**A.29 Attachment A – Guard Post Matrix will be amended to revise the period of performance to October 1, 2004 – December 30, 2004. (7/20/04)**

Q.30 Solicitation reference: Section C, *Description/Specification/Statement of Work*, Paragraph C.7, *Management and Supervision*, Subparagraph C, states, “The Supervisor of the on-coming shift shall, prior to shift change, determine the readiness of guards preparing to be posted. The Supervisor shall ensure that each guard is properly uniformed and equipped, presents a neat appearance, and verify that each guard is mentally and physically prepared to accept a post.” Is this “guardmount”/fit-for-duty determination period part of the post productive hours?

**A.30 There is no “guardmount/fit-for-duty” determination requirement. Shift Supervisors are required to determine the readiness of guards preparing to be posted. It is up to the Contractor to ensure that each guard is ready for duty in accordance with the solicitation. How and when this is performed is up to the Contractor. (7/20/04)**

Q.31 What is the time period allowed for “guardmount”/fit-for-duty determination?

**A.31 See response to Q.30. (7/20/04)**

Q.32 The Shift Supervisor post is a fixed post at the Alexandria Security Command Center (SCC). Do all officers report to the SCC prior to manning their respective post for “guardmount”/fit-for-duty determination? Does this include the security officers for the two

Arlington posts as well? How are guardmount/fit-for-duty determinations conducted for guards in Arlington if they don't report to the Alexandria SCC prior to their shift?

**A.32 Attachment A – Guard Post Matrix (Amendment 1) will be revised to delete the fixed post requirement for the Shift Supervisor (see also response to Q28). There is no “guardmount/fit-for-duty” requirement (See response to Q.30). (7/20/04)**

Q.33 Solicitation reference: Section C, *Description/Specification/Statement of Work*, Paragraph C.9.2, *Shift Supervisor*, Subparagraph 2(b)&(c), specifies that Shift Supervisors are responsible for conducting on-the-spot checks of guard posts and post observations of Class II Guards on duty. If the Shift Supervisor is a fixed post (post 1W, Attachment A) at the Alexandria Security Command Center (SCC) how are on-the-spot checks and post observations of guard posts conducted?

**A.33 See responses to Q.28 and Q32. (7/20/04)**

Q.34 The armed guards currently carry .38 cal Handguns. The solicitation on page 25 paragraph C. 12.3B states the requirement to be 9mm Semi-Automatic Handguns. Does the Patent and Trademark Office desire to switch from .38 cal too 9mm Handguns.

**A.34 Yes. (7/20/04)**

Q.35. Re: Solicitation reference: Site Visit Observation and Solicitation Requirements – during the pre-proposal conference and site visit, it was observed that the incumbent security force was armed with .38 caliber revolvers. The Solicitation, paragraph C.12.3 *Firearms/Firearms Equipment*, subparagraph B, requires all offerors to provide a 9mm semi-automatic handgun for “each posted guard.” Do incumbent guards possess GSA-A1 certification for .38 caliber revolver and DCJS armed certification for .38 caliber revolver, as well as GSA A-9 certification and DCJS armed certification for semi-automatic weapons?

**A.35 No. (7/20/04)**

Q.36 Does the current guard force meet the requirements and certifications of this solicitation?

**A.36 See response to Q.15. (7/20/04)**

Q.37 Is the GSA certification a requirement to this new contract/Are the incumbent guards currently required to be GSA certified?

**A.37 The solicitation requirement under Section C.12.3 – Firearms/Firearms Equipment is for 9mm firearms. The solicitation will be amended to require a valid Virginia Firearms Permit for all guards. In addition, each guard must possess a GSA Unarmed Certification; however, a GSA A-1 or A-9 Certification is an acceptable substitution for the GSA Unarmed Certification. (7/20/04)**

Q.38 The State of Virginia, Department of Criminal Justice Services (DCJS) requires all unarmed security officers to be registered through DCJS, and all armed officers certified through DCJS to perform at any facility, including federal facilities, in the State of Virginia. It was also brought up during the pre-proposal conference and understood that a federally-owned or leased facility (through GSA) requires GSA certification of the security officers. The USPTO security force would then require both certifications/registrations through GSA and DCJS. This dual certification greatly increases the number of hours required for armed security officers to be trained. This also implies two firearm qualifications (two separate courses of fire) for GSA and DCJS certification and two separate trainings are required. Can the Government please clarify the requirement in the solicitation so that accurate pricing of all training and firearm qualifications can be included in our offer?

**A.38 The USPTO occupies GSA-delegated facilities, and therefore, an amendment will**

**be issued to clarify the armed guard certification requirements. (See also see response to Q.37 above. (7/20/04)**

Q.39 It was mentioned during the pre-proposal conference that the posts at the Arlington/Crystal City facilities were unarmed posts, therefore not requiring a firearm. Is this correct?

**A.39 The current posts under the incumbent contract at Arlington/Crystal City are unarmed posts. However, the solicitation requirement is for armed guards at the Arlington/Crystal City posts. (7/20/04)**

Q.40 Re: Site Visit Observation and Solicitation Requirements - The Statement of Work, Paragraph C.10.2 *Training for Class II Guards*, subparagraph C(2), specifies guards shall receive CPR and First Aid Certification. Because the USPTO locations include childcare facilities on property, does the Government require all CPR certification to be adult, pediatric, and infant, which is a 10-hour course from American Red Cross versus the normal 5-hour course for adult CPR. For clarification, is the 10-hour course (adult, pediatric, infant) required of this solicitation?

**A.40 No. (7/20/04)**

Q.41 Can the Government please clarify the transition period for this solicitation? While the solicitation Paragraph, B.2 *Pricing Notes*, subparagraphs (f) and (g) indicate a 9-day transition and training period (maximum) it is unclear if this 9-days applies to all trainings for the contract (i.e. GSA A-9. DCJS certification, CPR First Aid, etc.). Due to the Guard II requirements of the solicitation, it is unclear if the government intends all training and certifications for each guard to be completed within this 9-day period as well. Can the government please clarify what the total transition period for all other required certification and training is to be prior to a guard's post assignment?

**A.41 The 9-day transition period is strictly an on-site orientation period to allow guards to become familiar with the USPTO facilities and equipment. Offerors are required to provide all other training and certifications prior to contract start date. (7/20/04)**

Q.42 Section C.6.3(D), Page 8 - If another form of time accounting is required after award, which results in a cost to the contractor, will the contractor be allowed to reprice to incorporate this additional cost?

**A.42 No. (7/20/04)**

Q.43 Section C.7.2, Pages 9-10 - Are break and relief periods paid or unpaid?

**A.43 Offerors should include all break and relief periods into proposed hourly rates. (7/20/04)**

Q.44 Re: M.3 Evaluation of Options: This paragraph indicates that the "total Firm Fixed Price for the Transition Period (CLIN 001AD)" will be included in the evaluation, however, Section B shows the Transition Period CLIN as not separately priced. Please clarify.

**A.44 An amendment will be issued to revise Section M.3 – Evaluation of Options to read as follows: "The Government will evaluate offers for award purposes by adding total price for basic (base year) requirement to the total price for Option Years 1-4. Evaluation of options will not obligate the Government to exercise the options. The unpriced Incentive Award Term options will not be evaluated." (7/20/04)**

Q.45 Of the twenty companies that attended the site visit on July 14, 2004, which one(s) were afforded a prior meeting with the technical members of your staff (e.g.. contract officer, program manager, etc.)?

**A.45 None. (7/20/04)**

Q.46 Was the site visit a mandatory requirement to bid?

**A.46 No. See response to Q.2. (7/20/04)**

Q.47 Why is this requirement being moved to "full and open competition?"

**A.47 The USPTO conducted a wide-spread market survey of both small business and 8(a) firms. As a result of the survey, it was determined that no more than 1 small business firm could satisfy the USPTO's complete requirement. The USPTO's decision not to set this procurement aside for small businesses was approved by of the Department of Commerce's (DOC) Office of Small Disadvantaged Business Utilization (OSDBU) and the Small Business Administration (SBA). (7/20/04)**

Q.48 Are there any small businesses who can perform the required statement of work? If there are, Who? If there are none, please explain.

**A.48 USPTO is not in a position to release the specific names of vendors identified as a result of the market survey referenced in A.47 above. (7/20/04)**

Q.49 Is this requirement "full and open competition" for the NAICS Code 561612 with a small business size standard of \$10.5M "only?" Or, is this requirement "full and open competition" for the NAICS Code 561612? Please explain.

**A.49 This is a full and open competition. The size standard was included in the solicitation should a small business wish to team with a large business and verify their small business size standard in meeting the dollar threshold of \$10.5M. (7/20/04)**

Q.50 In addition to the above questions, I would like to schedule a meeting with "all" concerned parties to discuss specific issues that affected my company's ability to response [sic] to the site visit and this RFP.

**Q.50 The USPTO is in the "active" stage of the procurement, and therefore, is not meeting with potential Offerors at this time. (7/20/04)**

## QUESTIONS AND ANSWERS 51 – 93 (Posted 7/22/04)

Q.51 Section C.8.5, Page 11 - Random testing is usually requested to be performed with a certain percentage of employees or a designated number per month. How frequently should random drug testing be conducted per month for this contract?

**A.51 An amendment to Section C.8.5 – Drug and Alcohol Abuse will be issued to reflect that random drug testing shall be conducted for at least three (3) people per month, and that drug testing results shall be provided to the COTR upon request.**

Q.52 Section C.9.5, Page 16 - For a DC State Police check, a notarized applicant release is required and takes 4-6 weeks to get results. These are based on arrest records, which are less precise when hiring than court results, which would give actual convictions. Would a statewide DC check of court records suffice for these? State police checks in Maryland and Virginia are also lengthy processes when court searches are more accurate, comprehensive, and again note convictions rather than just arrests. Will the statewide court record searches be acceptable for VA, MD, and DC?

**A.52 Yes, the statewide court record searches for VA, MD, and DC are acceptable.**

Q.53 Section C.9.8(D), Page 17, and Section C.9.12, Page 19 - Is psychological testing required for all guards? Is so, do you have a specific instrument that is preferred to measure mental and emotional stability?

**A.53 No, the solicitation does not require “psychological testing” for guards.**

Q.54 Section C.10(A), Page 19 - It states: “All guards performing work under the contract award at USPTO shall possess a GSA guard certification and a valid Virginia firearms permit, **or** shall be GSA A-1 guard certified from the start date of contract performance.” We have four questions arising from this requirement: Please clarify the requirements for a GSA “A-1” guard certification.

**A.54 See response to Q.37.**

Q.55 Has the USPTO confirmed that a GSA certification will be sufficient for this contract, with regard to meeting the Code of Virginia Laws Relating to the Regulation of the Private Security Services Including Special Conservators of the Peace, if a contract guard does not have the Virginia firearms permit?

**A.55 See response to Q.37.**

Q.56 Is the USPTO authorized to issue GSA guard certifications?

**A.56 No. See also response to Q.37.**

Q.57 Will the GSA, or appropriate agency, allow GSA guard certifications to be transferred from an existing contract to this new contract?

**A.57 GSA certifications are transferable; however, per Section C.10.3 – Lack of Training, the Contractor must provide evidence of such certification for each guard prior to performance of work. (See also response to Q.37).**

Q.58 Section C.12.3, Page 25 - Are the incumbent security officers trained/qualified on the 9mm? If not, how much re-qualification time does the Government require, and will there be adequate time to implement this requirement?

**A.58 See response to Q.15. for incumbent contractor information. Contractor employees shall possess the required certifications, licenses, and training prior to the start date of contract performance.**

Q.59 Section C.12.3(B), Page 25 - Is there a specific manufacturer and/or model of 9mm weapon preferred? What is the current model of weapon being utilized on this contract?

**A.59 No. The type of weapon used under the current contract is the .38 caliber revolver.**

Q.60 Section C.12.3(E), Page 25 - It states: "...container(s) or safe(s) within the Security Command Center (SCC)." As the Security Command Center is located in Alexandria, are officers at the Arlington posts required to pick up weapons and transport them from the Alexandria location?

**A.60 See response to Q25. It is up to the Contractor to determine how the contract requirements will be met.**

Q.61 Will the current training/personnel records of the incumbent staff be provided to the successful offeror?

**A.61 See response to Q.15.**

Q.62 Are the incumbent staff currently licensed to perform armed security services under the Code of Virginia Laws Relating to the Regulation of the Private Security Services Including Special Conservators of the Peace?

**A.62 See response to Q.15.**

Q.63 Are the incumbent security officers trained to the specifications of the solicitation?

**A.63 See response to Q.15.**

Q.64 Section C.12.4, Page 26 - It states: "...primary supervisor..." What is the meaning of "primary" in the context of this requirement?

**A.64 An amendment will be issued to revise Section C.12.4 to read "Key Personnel" in lieu of "PM and primary supervisor."**

Q.65 Section H.2, Page 35, and Attachment I - Are there any outstanding union issues/grievances that the successor contractor would be liable for after award?

**A.65 The USPTO is not aware of any outstanding union issues or grievances that the successor contractor would be liable for after award. See also response to Q.15.**

Q.66 Attachment A - Guard Post Matrix (Amendment 1) - A post in Arlington at Crystal Plaza 2 is added from October 1, 2004, through December 30, **2005**. Under "Day per Year," it states that the post will be manned only for 91 days, which seems to indicate that it will be discontinued as of December of **2004**. Please clarify.

**A.66 See response to Q.29.**

Q.67 Is there an attachment training schedule for firearms? (example: ammo specifications, annual training, etc.)

**A.67 No.**

Q.68 Attachment A - Guard Post Matrix (Amendment 1) - Post 1E denotes days per week as M-F, but it does not exclude holidays as other posts with 251 days do. Should this post exclude holidays as well or are the days per year of 251 incorrect?

**A.68 See response to Q.28.**

Q.69 What is the anticipated award date?

**A.69 See response to Q.13.**

Q.70 Approximately what percentage of the incumbent workforce does the USPTO anticipate will be able to qualify and transfer to the new contract?

**A.70 See response to Q.15.**

Q.71 Is this incumbent force currently fully qualified according to the specifications listed in the RFP (i.e., armed, GSA, class II guards (AWD Guard II?), C6.3B, C.9.7, C.9.8, C.10, etc.)?

**A.71 See response to Q.15.**

Q.72 Do all incumbent guards have GSA Guard Cards (GSA A-1 guard certified), Virginia Firearms permits, and all other required training/certifications, including requirements such as CPR and First Aid Certification; Certificate of Medical Examination; Use of Force/Deadly Force; SCC, X-ray, magnetometers, etc.? What percentage are fully qualified under these requirements?

**A.72 See response to Q.15.**

Q.73 Approximately what percentage of the incumbent workforce does USPTO anticipate will qualify for the new contract under the appearance and physical requirements stated in particular in section C.9.4.A.3(h) ("be well proportioned in height and weight"), as well as the requirements in sections C.8.1 and C.9.8?

**A.73 See response to Q.15.**

Q.74 Do all incumbent personnel meet the "Security Requirements and Background Checks" requirements detailed in Section C.9.5 and in accordance with the requirements of the contract? What percentage meet the requirements?

**A.74 See response to Q.15.**

Q.75 Do all incumbent personnel have on file all security and other documentation specified in Section C.9.7?

**A.75 See response to Q.15.**

Q.76 The term "Class II Guard" is used throughout the RFP (see C.9.3). Is this the equivalent of a "Guard II" as defined in the Area Wage Determination (AWD)?

**A.76 Yes.**

Q.77 If the "Class II Guard" classification is based on something other than the Area Wage Determination "Guard II", please provide the reference or definitions of Class I, Class II, and any other relevant classifications.

**A.77 See response to Q.76 above.**

Q.78 Due to the strict page limitations, the quality of information conveyed in the graphics is extremely important. In order to develop concise and useful graphics, organization charts, etc. laid out in an easily readable format—as long as the vendors are reasonable in their usage—will USPTO consider eliminating the font size restriction for graphics?

**A.78 Yes, only for graphics such as organization charts as long as the information is legible.**

Q.79 Color text in charts, graphs, and graphics helps clarify meaning and ease reading and comprehension. Will USPTO consider dropping the black text restriction indicated in L.4(a)?

**A.79 No.**

Q.80 Are separate price and technical proposals required (as well as separate disks or CDs), or are these sections to be combined into a single document?

**A.80 The hard copies of the price and technical proposals should be submitted separately, however, the information for both may be submitted on the same disk or CD.**

Q.81 In the revised Attachment A, the base contract term for Arlington (Crystal City) – CRYSTAL PLAZA 2 is listed as October 1, 2004 – December 30, 2005. Should this term actually read “October 1, 2004 – September 30, 2005,” or does the contract for this building extend 3 months longer than the others?

**A.81 See response to Q.29.**

Q.82 Section M.6(a), Page 72 - It states: “... collectively and **individually**...” Does this statement correctly articulate that the **lowest** of **any** of the Factors 1,2, or 3 are still significantly higher than price in evaluation purposes?

**Q.82 Yes.**

Q.83 If this is a GSA Federal Building delegation as mentioned, will a letter of authorization be supplied?

**A.83 No.**

Q.84 Do all USPTO buildings fall under GSA? Are these GSA delegated buildings?

**A.84 Both the USPTO Arlington and Alexandria facilities are GSA delegated facilities. A letter of authorization will not be supplied.**

Q.85 How many members, and who will be on the evaluation board?

**Q.85 This information is considered to be source selection sensitive information and will not be provided.**

Q.86 Is there an attachment schedule for relief breaks?

**A.86 No.**

Q.87 To what extent is the incumbent workforce high seniority?

**A.87 See response to Q.15.**

Q.88 Current staffing levels: How many guards are currently on staff? How many guards have Virginia firearms cards? How many guards have GSA-1 certifications? How many guards have GSA-9 certifications?

**A.88 See response to Q.15.**

Q.89 Can bidders be provided a seniority list of the incumbent guard force with certifications and expiration dates for purposes of providing a realistic detailed transition plan?

**A.89 See response to Q.15.**

Q.90 Will the new contractor have access to the sites during transition?

**A.90 Yes.**

Q.91 The placement of the Reps & Certs is not specified, is it acceptable to place with the Price Proposal?

**A.92 Yes, however, Section K – Representations and Certifications should be easily identifiable.**

Q.93 Is there a requirement for an assistant Project Manager?

**A.93 No.**

**NOTE: For speed and convenience, Q&A Nos. 211-240 below are answered out of sequence. Q&A Nos 94-210 are currently in process and will be posted on the USPTO website as soon as possible.**

## **QUESTIONS AND ANSWERS 211-240 (Posted 8/3/04)**

**SOLICITATION NO. D0C-52-PAPT-04-01018  
USPTO ARMED SECURITY GUARD SERVICES**

Q.211 Section H.2, Page 35, and Attachment I - The solicitation includes a Collective Bargaining Agreement (CBA) that by its terms does not expire until May 31, 2009. A comment was made at the Pre-proposal Site Visit/Tour that the CBA will not be binding on the successful bidder after September 30, 2005 (unless the successful bidder is the incumbent). However, pursuant to 29 CFR 4.53, the wage and fringe-benefit [sic] provisions of a "collective bargaining agreement of a predecessor contractor" are binding on a successor contractor, as long as the CBA included a "notice to prospective bidders regarding their obligations under section 4(c) of the [Service Contract] Act." This CBA contains such a notice, under Article XXIII, Successorship. Please clarify the Government's position with respect to this CBA.

**A. 211 The response to previously posted Question No. 27 is revised as follows: Pursuant to FAR §52.222-47, Offerors should propose Base Year pricing based upon the Collective Bargaining Agreement (CBA) wage rate in effect October 1, 2004 – September 30, 2005 (Attachment I of the solicitation). The Government will abide by either the prevailing wage rate or pay wages and fringe benefits contained in a valid collective bargaining agreement if one is in effect after September 30, 2005. This means that in Option Year 1 (October 1, 2005 – September 30, 2006), the Government will abide by any valid CBA if one is in effect so long as (1) it was arrived at as a result of arm's length negotiations, and (2) it is not substantially at variance with the wages prevailing in the area. If a CBA is not in effect after September 30, 2005, the USPTO will abide by the Department of Labor (DOL) prevailing wage rate in effect at that time. Prior to the exercise of an option period, the USPTO will follow the procedures set forth in FAR §22.10 and 29 CFR Part 4. It is up to each Offeror as to how it chooses to price its option years. Offerors should prepare option year pricing accordingly.**

Q.212 At the Site Visit, it was stated that the Collective Bargaining Agreement (CBA) would only be in effect for the first year of the new (successor) contract. However, the CBA in RFP Attachment I states that it is effective until 31 May 2009. Wages and benefits are specified in the CBA for periods well beyond the first year of the new contract. Paragraph No. 4.53 of the Service Contract Act (SCA, 29CFR), as implemented under Government contracts by the Part 22.10 of the Federal Acquisition Regulation (FAR), requires a successor contractor to comply with the economic terms (i.e., wages and benefits) of a pre-existing CBA. Therefore, all offerors are required to propose and pay wages and benefits in accordance with the CBA for the entire successor contract period covered by the CBA (i.e., 31 May 2009). For each increase specified in the CBA by time period, offerors must use those increased rates. Once each specific wage or benefit specified in the CBA reaches its last value, the offeror must propose that wage or benefit amount "flat" for the remainder of the new contract period. Please confirm the Government's full understanding of these regulatory requirements, and instruct offerors to comply with them in preparing their pricing proposals.

**A. 212 See responses to Q.27 (revised) and Q.211.**

Q.213 For pricing and evaluation purposes, are offerors required to use the wages and benefits specified in the CBA that become effective October 1, 2005 for each of the option years?

**A.213 See response to Q. 211.**

Q.214 SECTION B, B.1: Why such a spread between minimum and maximum hours? This has a major impact on overhead items spread.

**A.214 Section B states the Government's requirements.**

Q.215 RE: B.1 Ratio of Supervisor to officer = 1:125 vs. FPS 1:8?

**A.215 See response to Q.214.**

Q.216 B.1 : No billable APM at any point?

**A.216 If “APM” refers to Assistant Project Manager, then see response to Q.93.**

Q.217 B.2.(e): Transition “alongside incumbent” personnel suggests complete turnover of Key Personnel. Is that the goal of USPTO?

**A.217 The goal of the USPTO is to have a transition/training period for any contractor who is awarded the contract. The purpose of the transition/training period is to provide an orientation period during which the awardee can become familiar with the USPTO facilities and equipment. Offerors are cautioned against interpretations not expressly set forth in the solicitation and amendments thereto.**

Q.218 C.6.3.I: There is no TAS CLIN code for supervisor or officers on Attachment B.

**A.218 See response to Q.22.**

Q.219 We understand the bid is to be based on the hours shown in Section B. However, those hours do not increase in the option years when the actual hours of service increase to cover the additional properties in Crystal City. Will the government allow the successful bidder to negotiate pricing based on the increased hours as they become necessary? Otherwise, the hourly rate for the later years may be artificially high, as there will be greater hours over which to spread the costs.

**A.219 No.**

Q.220 Section I.7 (page 49) indicates that an SCA wage determination has been requested, but the economic terms of the existing Collective Bargaining Agreement (CBA) are to be maintained in the next contract and the bids should include these terms. Does this mean that the non-economic terms of the agreement do not need to be carried forth into the next contract?

**A.220 See response to Q.211**

Q.221 Please clarify whether the CBA applies to the shift supervisors (reference Section 2 of the CBA, page 1).

**A.221 Yes.**

Q.222 The current CBA was signed in June 2004. Was there a previous CBA in effect on the contract? If so, how long was the term?

**A.222 Yes. The CBA under the previous (current) contract has been in effect from the date of contract award, February 22, 2000.**

Q.223 The CBA indicates that the employer must participate in the Benefits Plan chosen by the employees; however, there was no medical insurance plan included in the CBA attachment. If there is a medical plan in place that the bidders must consider, please provide a copy of it so that we can include its costs in our bid.

**A.233 Offerors should contact the incumbent contractor at the address provided in the response to Q.15.**

Q.224 How many current employees participate in the medical plan?

**A.224 See response to Q.15.**

Q.225 The CBA indicates employees are to receive vacation accruals based on the Patent Office solicitation. Are we correct in assuming this means they will receive the Wage Determination Schedule allotment of vacation?

**A.225 It is the USPTO’s understanding that for the base year, vacation accruals are based on the terms contained in the Collective Bargaining Agreement in effect at the time.**

Q.226 In order to accurately capture the costs of vacation, we ask that you provide the bidders with a list of the current employees’ length of service. We understand you may not wish to release their names, but if we

could receive a listing of how many qualify for 2 weeks, 3 weeks, or 4 weeks of vacation, we would appreciate it.

**A.226 The USPTO does not have this information. Offeror's should contact the incumbent at the address stated in the response to Q.15 for information regarding its employees' length of service.**

Q.227 Are there any outstanding Unfair Labor Practice, EEOC, Dept. of Labor or other 3rd party or administrative agency cases pending?

**A.227 See response to Q.65.**

Q.228 Are there any problems which the Client would like to see resolved regarding Labor Relations, in general or the CBA in particular?

**Q.228 No response.**

Q.229 Why does the CBA have to be honored for the 1st year of the contract?

**A.229 See response to Q.211.**

Q.230 During the site visit there were statements made that may lead bidders to believe they are not required to bid the negotiated CBA rates for the Base period, and option periods, please clarify this. Should bidders only propose the CBA rates for the base year and not the option periods?

**A.230 See response to Q.211.**

Q.231 It is anticipated that start of the contract will be October 01, 2004. At the walk-through meeting on July 14, 2004, it was discussed by the procurement as a whole that the CBA would only be in effect for one year, although the CBA agreement is effective June 01, 2004 and continues to May 31, 2009. Can you elaborate on this?

**A.231 See response to Q.211.**

Q.232 In regards to the CBA, Article XVII: Vacation, there is no Patent and Trademark Solicitation or procedure schedule listed in the procurement. Will one be made available?

**A.232 See response to Q.26.**

Q.233 Page 16 of the CBA states that "Employees covered by this Agreement shall receive vacation benefits in accordance with the Patent and Trademark solicitation and procedure schedule." However, the solicitation did not address benefits regarding vacation. May the government provide the offerors with the vacation regulations applicable to the employees under this contract?

**A.233 See response to Q.26.**

Q.234 Page 15 of the CBA caps the number of sick hours employees are entitled to at 100 hours, but does not provide the accrual rate. May the government provide the accrual rate for sick hours or provide offerors with?

**A.234 The Government does not have this information. Please contact the incumbent at the address listed in the response to Q.15.**

Q.235 Collective Bargaining Agreement. With the CBA effective as of June 1, 2004, for a period of five years coinciding with the new contract, is it new for security guard staff at this site to have an agreement? i.e., Was there a previous CBA?

**A.235 The incumbent contract is subject to a Collective Bargaining Agreement (CBA). The solicitation is subject to a new CBA and is incorporated as Attachment I to the solicitation.**

Q.236 There is no wage determination. What I'm used to seeing is the WD with the CBA attached as an addendum. Has DOL signed off on the new wage determination?

**A.236 See responses to Q.211 and Q.235.**

Q.237 The Collective Union Bargaining Agreement, pg 16 talks about vacation. How is it accrued, refers to Patent and Trademark solicitation and procedure schedule, where is that?

**A.237 See response to Q.26.**

Q.238 Also pg. 15 Section 6 speaks of Sick /Personal Leave states shall be accrued based on the number of hours worked each week, not to exceed 100 hours per year. Is there an accrual method such as how many minutes per hour worked or they accrue up to 1 day a month? It does not specify an accrual method.

**A.238 See response to Q.234.**

Q.239 Would the agency be willing to disclose the current contract rates?

**A.239 A copy of the current contract can be requested via the Freedom of Information Act (FOIA) by following the procedures at <http://www.uspto.gov/web/offices/com/sol/foia/submit.htm>. However, please see response to Q.21 for the wages required for this solicitation under Attachment I – Collective Bargaining Agreement.**

Q.240 Is it possible to provide the anticipated posts and hours for the Option Years? If not, to ensure equality in pricing, should bidders base their prices on the assumption that all of the posts in the Option Years (except for Crystal Plaza 2) will remain the same as set forth in Attachment A – Guard Post Matrix (Amendment 1)?

**A.240 No, it is not possible to provide the anticipated posts/hours for the Option Years (See also response to Q4). For evaluation purposes, Offerors should use Attachment A – Guard Post Matrix (Amendment 1) for all proposed pricing for the Base Year and Option Years 1-4.**